

VIRGINIA:

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA
(ALEXANDRIA DIVISION)**

TOWANDA R FUTRELL
3211 OMOHUNDRA AVE
NORFOLK, VA 23504

Plaintiff,

Case No:

v.

DANIEL L CRAMER
4310 MARTIN ST S
LOT 35
CROPWELL, AL 35054

and

AV LEASING LLC
525 ANDERSON DR
ROMEDEVILLE, IL 60446

Serve: Registered Agent
ANDREW VOVERIS
7319 S. PARK AVE.
BURR RIDGE, IL 60527

Defendants.

COMPLAINT

COMES NOW the Plaintiff, TOWANDA R FUTRELL, by and through her counsel, Waleed Risheq, Esq. and Morgan & Morgan, DC, PLLC, brings this cause of action against the Defendants, DANIEL L CRAMER and AV LEASING LLC, on the grounds and in the amounts set forth herein.

PARTIES

1. Plaintiff, TOWANDA R FUTRELL, is a citizen of the United States under no legal disability and a resident of Norfolk, Virginia.

2. Defendant, DANIEL L CRAMER, under knowledge, information, and belief, is a citizen of the United States and a resident of Romeoville, Illinois under no legal disability.

3. Defendant, AV LEASING LLC is a foreign corporation with its principal place of business located in Romeoville, Illinois.

4. At all times relevant hereto, Defendant DANIEL L CRAMER, was employed by and acting as the apparent agent and/or servant of Defendant AV LEASING LLC.

5. At all times relevant hereto, Defendant DANIEL L CRAMER, was conducting business for his employer, Defendant, AV LEASING LLC.

6. At all times relevant hereto, Defendant DANIEL L CRAMER, was acting in the course and the scope of his employment and/or agency relationship with Defendant AV LEASING LLC.

JURISDICTION AND VENUE

7. Venue is proper in this court pursuant to 28U.S.C. Section 1391(b)(2)

8. Jurisdiction is vested in this Court pursuant to 28 U.S.C. Section 1332(a)(1) as the amount in controversy exceeds \$75,000.00.

FACTS

9. On or about December 16, 2022, Plaintiff, TOWANDA R FUTRELL, was the owner of a vehicle being operated by a driver (Antonio) traveling eastbound in the right-most lane on I-64 and Humelsine Parkway, a 3-lane highway in Virginia.

10. At all times, Antonio obeyed all laws and best practices when operating the

Plaintiff's vehicle which includes, but is not limited to, keeping a reasonable and appropriate following distance from traffic before him.

11. At the same time and place, Defendant, DANIEL L CRAMER was operating a 2012 Freightline Cascadia Semi-Trailer Truck owned and operated with permission of the Defendant AV LEASING LLC, also traveling eastbound in the right-most lane on I-64 and Humelsine Parkway, behind Ms. Futrell.

12. Unaware of traffic moving slowly before him, the Defendant failed to slow his vehicle in a timely manner, causing him to violently plough into the rear end of Ms. Futrell's vehicle.

13. Furthermore, after initially colliding into Ms. Futrell's vehicle, the Defendant's vehicle continued to propel Ms. Futrell's vehicle into the center median, and then into the guard rail for westbound traffic.

14. The Defendant's vehicle, after the collision, came to a halt in the center median and westbound traffic.

15. The Defendant, while traveling behind Ms. Futrell's vehicle, was operating his vehicle in a manner that exceeded a reasonable speed under the circumstances and traffic conditions that existed at the time, and as a result, caused a major collision with Ms. Futrell's vehicle.

16. As a result of the Defendant's reckless action that caused the collision previously mentioned, Ms. Futrell sustained serious and debilitating injuries.

17. At all times relevant, Defendant, DANIEL L CRAMER, was employed by Defendant, AV LEASING LLC, and/or acting as the agent, servant, and/or apparent agent of Defendant, AV LEASING LLC.

18. At all times relevant, Defendant, DANIEL L CRAMER, was an employee and/or apparent and actual agent acting in the scope of his employment and or agency relationship in furtherance of the business interests of Defendant AV LEASING LLC.

19. As the principal for Defendant, DANIEL L CRAMER, Defendant AV LEASING LLC, is liable for the negligent acts committed by their actual and apparent agent and/or employee, Defendant, DANIEL L CRAMER.

20. The aforementioned collision occurred as the proximate result of the negligent conduct of the Defendant.

21. At all times relevant, Ms. Futrell was free of any contributory negligence as to the cause of the collision and the injuries sustained. Likewise, Ms. Futrell did not assume the risk of injury.

COUNT I – NEGLIGENCE

Ms. Futrell re-pleads and incorporates by reference paragraphs No. 1 through paragraph No. 21 of this Complaint fully as if the allegations were set forth fully herein and further states:

22. This collision was caused by Defendant, DANIEL L CRAMER's, negligence and therefore, Defendant, AV LEASING LLC, is liable based on their employee and/or apparent and actual agent's negligent conduct under the doctrine of *respondeat superior*.

23. The Defendants breaching of their duties of care include but are not limited to:

- a. failing to keep a proper distance from a traveling vehicle;
- b. failing to maintain control of the work vehicle;
- c. failing to use reasonable care when operating the work vehicle;
- d. failing to obey traffic laws;
- e. failing to safely operate his vehicle at a reasonable rate of speed;

- f. failing to keep a proper lookout;
- g. failing to take steps to avoid causing a collision;
- h. failing to generally operate the work vehicle in a safe, reasonable, and prudent manner; and was otherwise negligent.

COUNT II – NEGLIGENCE PER SE

24. Plaintiff re-pleads and incorporates by reference paragraphs No. 1 through paragraph No. 23 of this Complaint fully as if the allegations were set forth fully herein and further states:

25. At all times relevant hereto, it was the Defendant's duty to obey statutes enacted for public safety, including but not limited to VA Code § 46.2-816, requiring drivers to follow other vehicles at a distance that is reasonable and prudent, having due regard for both speed of the vehicles and traffic, VA Code § 46.2-853, requiring drivers to maintain proper control of their vehicle, and VA Code § 46.2-861, requiring drivers to operate their vehicle at a reasonable speed under the circumstances and traffic conditions existing at the time, regardless of any posted speed limit.

26. The Defendant violated these three (3) statutes which proximately caused the auto collision and resulted in the injuries to the Plaintiff.

27. The Plaintiff, Ms. Futrell, was a member of the class to be protected by this statute.

DAMAGES AND AD DAMNUM

28. As a direct and proximate result of the above-described breaches of duties, the Plaintiff was caused to suffer serious injury to her person, to include pain and suffering, emotional distress, loss of enjoyment of life, loss of opportunity, permanent physical impairment, disfigurement, lost wages, past and future, medical expenses, past and future, and

other damages, with no negligence or lack of due care on her part contributing thereto.

29. The aforementioned damages are permanent and continuing in nature.

WHEREFORE, Ms. Futrell respectfully requests that this Court grant judgment in favor of Plaintiff, TOWANDA R FUTRELL, for a personal injury action of and against Defendants, DANIEL L CRAMER and AV LEASING LLC, jointly and severally, in the amount of \$1,000,000.00 for compensatory damages and for such other amounts permitted by law as well as interest from December 16, 2022, and attorneys' fees and costs, or such other amounts as permitted by law and for such further relief as this Court deems just and proper.

PRAYER FOR A JURY TRIAL

Plaintiff, by and through the undersigned counsel, hereby requests a jury trial on all triable issues in the above-captioned matter.

Respectfully submitted,

By Counsel



Waleed Rishq, Esquire
VSB# 94962

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